

ELECTRONIC DIGIT DISPLAY AND RELATED SERVICES AGREEMENT

THIS ELECTRONIC DIGIT DISPLAY AND RELATED SERVICES AGREEMENT (the "**Agreement**") is made and entered into this 26th day of April, 2006 (the "**Effective Date**"), by and between THE NORTH CAROLINA EDUCATION LOTTERY ("**NCEL**"), a state agency created pursuant to the North Carolina State Lottery Act (G.S. § 18C-101 et seq.) (as may be amended from time to time, the "**Act**"), and SUNSHINE ELECTRONIC DISPLAY CORP., a corporation organized under the laws of the state of Missouri ("**VENDOR**").

WHEREAS, NCEL was created to organize and operate a state lottery in the State of North Carolina (the "**Lottery**");

WHEREAS, VENDOR submitted a bid dated April 10, 2006, attached hereto as Exhibit A and incorporated herein by this reference (the "**Bid**") to NCEL in response to NCEL's Invitation to Bid for Electronic Digit Display Systems and Related Services dated April 5, 2006, attached hereto as Exhibit B and incorporated herein by this reference (the "**ITB**"); and

WHEREAS, subject to the terms and conditions hereinafter set forth, NCEL desires to lease electronic digit display systems and related services, and VENDOR desires to provide such services for NCEL;

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. SERVICES

Subject to the terms and conditions set forth in this Agreement, NCEL agrees to lease electronic digit display systems (individually, the "**System**" and collectively, the "**Systems**") and related services from VENDOR as contemplated by this Agreement and the ITB (collectively, the "**Services**"), and VENDOR agrees to provide such Services to NCEL, all in accordance with the terms of this Agreement.

2. DUTIES AND RESPONSIBILITIES OF VENDOR AND SUBCONTRACTORS

(a) VENDOR will work in conjunction with the Director of NCEL (the "**Director**"), the NCEL staff, the NCEL Commission (the "**Commission**") and the other vendors, subcontractors, employees, agents, retailers and consultants of NCEL. VENDOR will provide the Services to NCEL as detailed in the ITB and the Bid and will perform such specific services and provide such deliverables as requested in accordance therewith, from time to time, orally or in writing, by the Director, his designee(s) or the Commission. Except as otherwise set forth herein, VENDOR agrees that all Services and deliverables to be provided to NCEL under this Agreement shall meet or exceed the requirements as set forth in this Agreement and the ITB.

(b) VENDOR shall meet regularly with the Director or his designee(s) and shall establish work plans, implementation schedules and timetables to install up to twenty (20)

Systems beginning on May 28, 2006, and continuing at a rate of five (5) to eight (8) Systems per week, with further Systems and Services to be completed as and when required by the Director or his designee(s).

3. **SUBCONTRACTORS**

(a) VENDOR will not subcontract or otherwise assign any or all of its duties or obligations under this Agreement to any individual or entity without the prior written consent of NCEL, which consent may be withheld in NCEL's sole discretion. VENDOR will provide NCEL with the name, qualifications, experience and expected duties of each proposed subcontractor under this Agreement each time it desires to retain a subcontractor. All subcontractors which are approved by NCEL for work pursuant hereto will be defined collectively as the "**Subcontractors**" and individually as a "**Subcontractor**" and will become a subcontractor for purposes hereof and must execute such agreements or other documentation as may be necessary pursuant to the Act or as NCEL may require.

(b) Notwithstanding anything herein to the contrary, VENDOR will remain fully liable and responsible for all Services, deliverables and work to be performed under this Agreement, whether or not subcontracted to or performed by a Subcontractor or any other person or entity retained by VENDOR or under VENDOR's control, and VENDOR will ensure the compliance of its employees, and will exercise its best efforts to ensure the compliance of, and in any event be responsible for, Subcontractors and their employees with the terms of this Agreement, the Act and all other applicable laws which govern the performance of services pursuant to this Agreement and such other standards or policies as NCEL may establish from time to time.

4. **INDEPENDENT CONTRACTOR.**

(a) Both NCEL and VENDOR, in the performance of this Agreement, will be acting in their own separate capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees, agents or partners of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property or other claim arising out of the acts or omissions of the other party or any of its agents, employees or subcontractors. It is expressly understood and agreed that VENDOR is an independent contractor of NCEL in all manners and respects and that neither party to this Agreement is authorized to bind the other party to any liability or obligation or to represent that it has any such authority, except for the limited authority of the Vendor to procure selected materials and services as authorized by NCEL and as specifically set forth in, and subject to the limitations described in, the ITB.

(b) VENDOR shall be solely responsible for all payments to Subcontractors, if any, and all compensation, tax withholding and benefits for its employees and for providing all necessary unemployment and workmen's compensation insurance for its employees.

5. **COMPENSATION**

(a) As full and complete compensation for all Services and deliverables provided by VENDOR pursuant to this Agreement, NCEL will pay VENDOR, and VENDOR will accept, an amount equal to no more than: (i) a one-time installation fee of fifteen hundred dollars (\$1,500) per installed System (the "**Installation Fee**"); and (ii) a monthly lease amount of two hundred ninety dollars (\$290) per System (the "**Lease Amount**").

(b) Subject to the availability of funds and any other restrictions imposed by the Act, the Governing Laws and Regulations as defined herein, or this Agreement, NCEL will pay to VENDOR all uncontested amounts due under this Agreement on a monthly basis, in accordance with the policies and procedures established by NCEL and amended from time to time, subject to setoff or offset for all sums owed by VENDOR or its Subcontractors.

6. **TERM**

(a) Unless sooner terminated in accordance with the provisions this Agreement or the ITB, the term of this Agreement shall commence as of the Effective Date and shall continue for a period of five (5) years from the Effective Date (the "**Initial Term**"). This Agreement shall be automatically renewed for a period of one (1) year (each a "**Renewal Term**") upon the completion of the immediately preceding Initial Term or Renewal Term, as the case may be, for a total of no more than five (5) Renewal Terms, unless the NCEL sends VENDOR at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, written notice that it intends to terminate or renegotiate this Agreement at the end of the then-current Initial Term or Renewal Term. If NCEL and VENDOR fail to mutually agree in writing on a Vendor Fee for any Renewal Term prior to the beginning of any such Renewal Term, then the Vendor Fee shall be the same as was in place for the preceding year and this Agreement shall be terminable by NCEL at any time during such Renewal Term.

(b) VENDOR acknowledges and agrees that, prior to the expiration of the term of this Agreement, NCEL may award a new contract for replacement of the Services and deliverables provided by VENDOR under this Agreement and that VENDOR has no right or expectation in or to any such new contract. VENDOR further agrees that NCEL may use the final one hundred eighty (180) days of the term of this Agreement for transitioning the provision of such Services and deliverables; provided that VENDOR shall continue to be compensated in accordance with this Agreement during such one hundred eighty (180) day period. VENDOR shall cooperate fully and in good faith and shall assist NCEL and the new contractor, to the extent reasonable and practical, to accomplish such conversion in a timely and efficient manner, at no additional cost to NCEL or such new contractor.

7. **WORK STANDARD**

(a) VENDOR hereby agrees that it shall at all times comply with and abide by all terms and conditions set forth in this Agreement, all applicable policies and procedures of NCEL and all requirements of the Act and Governing Laws and Regulations and will perform its duties and responsibilities as set forth in this Agreement with integrity and dignity and free from political influence, collusion and fraud. VENDOR further agrees that it, nor any of its employees

or agents, will solicit or accept, or attempt to solicit or accept, any kickbacks or other inducements from any offeror, supplier, manufacturer or subcontractor in connection with the performance of its obligations under this Agreement.

(b) Nothing in this Agreement shall prohibit NCEL from retaining the services of any individual or entity to perform any services on its behalf, whether or not such or similar services were initially contemplated to be performed by VENDOR. NCEL is not prohibited by this Agreement from retaining the services of any individual or entity to perform any services it requires, and it is under no obligation to exclusively use the Services of VENDOR or any Subcontractors.

8. **CHANGES IN WORK**

By written or oral request by the Director or his designee(s) to VENDOR, NCEL may from time to time make changes in the Services or deliverables to be provided by VENDOR or the place of performance of such Services. VENDOR shall promptly comply with such requests and take all necessary or appropriate actions to effect such change. If such changes add material obligations or expenses not contemplated by this Agreement (including the ITB or Bid), NCEL and VENDOR shall negotiate in good faith any changes required to this Agreement or the compensation to be provided pursuant hereto.

12. **NONDISCRIMINATION; AFFIRMATIVE ACTION**

(a) VENDOR shall not discriminate against any employee or applicant for employment because of his or her race, color, religion, sex, handicap, disability, national origin or ancestry. VENDOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, disability, national origin or ancestry.

(b) Consistent with the Act, all other applicable North Carolina laws, the ITB and the Bid, VENDOR agrees to make every reasonable effort to include the participation by minority businesses in the performance of its Services pursuant hereto and in the performance of other service contracts.

13. **LIMITATION OF LIABILITY**

THE PAYMENT OBLIGATIONS UNDERTAKEN BY NCEL UNDER THIS AGREEMENT ARE SUBJECT TO THE AVAILABILITY OF FUNDS TO NCEL. THERE SHALL BE NO LIABILITY ON THE PART OF NCEL EXCEPT TO THE EXTENT OF AVAILABLE FUNDS PERMITTED TO BE PAID FROM THE PROCEEDS OF LOTTERY OPERATIONS AND OTHER FUNDS AVAILABLE TO NCEL. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL THE STATE OF NORTH CAROLINA, ITS GENERAL FUND OR ANY OF ITS AGENCIES OR POLITICAL SUBDIVISIONS BE RESPONSIBLE OR LIABLE AS A RESULT OF THIS AGREEMENT OR ANY LIABILITY CREATED HEREBY OR ARISING HEREUNDER.

15. **COMPLIANCE WITH LAWS**

VENDOR agrees to comply with all applicable rules, procedures and regulations adopted from time to time by NCEL under the Act and all other applicable federal, state and local laws, rules, regulations, ordinances or executive orders, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 1201 et. seq.) and all other labor, employment and anti-discrimination laws, and all provisions required thereby to be included herein, are hereby incorporated by reference (all of the foregoing being sometimes referred to collectively as the "**Governing Laws and Regulations**").

16. **REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS**

VENDOR hereby represents, warrants or covenants, as the case may be, to NCEL, on its own behalf and with respect to each of its Subcontractors, that as of the Effective Date and at all times throughout the term of this Agreement, as follows:

(a) VENDOR has the power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and VENDOR has taken all necessary and appropriate action to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement. The execution and delivery of this Agreement and the performance of its obligations under this Agreement are not in contravention of any provisions of law or any material indenture or agreement by which VENDOR is bound and do not require the consent or approval of any governmental body, agency, authority or other person or entity which has not been obtained. This Agreement constitutes the valid and legally binding obligation of VENDOR, enforceable against VENDOR in accordance with its terms.

(b) VENDOR and its Subcontractors have disclosed or will disclose to NCEL all matters required to be disclosed under the Governing Laws and Regulations. In addition, VENDOR recognizes and acknowledges that there are certain limitations on its activities, and the activities of its Subcontractors, now and in the future, including, but not limited to, limitations on certain political contributions, limitations on the ability to submit bids in response to subsequent requests for bids issued by NCEL, limitations on the ability to enter into or perform contracts or other arrangements with certain third parties, and limitations on the ability to purchase lottery tickets, all of which shall be honored. Some of these restrictions also apply to the employees of VENDOR and the members of such employees' households, and VENDOR will enforce such restrictions upon its employees and Subcontractors.

(c) VENDOR nor any of its officers, directors, partners or major shareholders have ever been found guilty of, or plead guilty to, any crime in any way related to the security, integrity or operation of any lottery in any jurisdiction, nor is VENDOR or any of its officers, directors, partners or major shareholders currently under indictment for any crime in any way related to the security, integrity or operation of any lottery in any jurisdiction.

(d) No "public official" has an ownership interest of five percent (5%) or more

in VENDOR or any of the Subcontractors.

(e) To the extent required by applicable law, VENDOR and all Subcontractors are, and will remain at all times during the term of this Agreement, qualified to do business in the State of North Carolina and will file North Carolina income tax returns.

(f) All Work Product: (i) shall be prepared, worked on and completed solely by employees of VENDOR or a Subcontractor in the scope of their employment or by independent contractors of VENDOR or a Subcontractor working under the strict and direct supervision of such employees; (ii) shall be original works of authorship; (iii) shall not infringe, plagiarize, pirate or constitute misappropriations of any Intellectual Property Rights, copyrights, trademarks, service marks, trade names, patents, Confidential Information, Trade Secrets or other intellectual properties or proprietary rights of any individuals or entities; and (iv) shall not be false, misleading, actionable, defamatory, libelous or constitute an invasion of privacy of any individual or entity.

(g) None of VENDOR or any Subcontractors, nor any of its or their respective employees, officers, directors, partners or major shareholders, shall issue any press release, conduct any press or news conference, participate in any media interview or otherwise make any public statement or announcement on behalf of, with respect to or in connection with this Agreement, NCEL or the Lottery without the prior written consent of the Director or his designee(s) in each instance.

(h) None of VENDOR or any Subcontractors, nor any of its or their respective employees, officers, directors, partners or major shareholders, shall use NCEL's name, logos, images or any other information or data related to the Services to be provided pursuant to this Agreement as a part of or in connection with any commercial advertising without the prior written consent of the Director or his designee(s) in each instance.

(i) All Services rendered and deliverables provided pursuant to this Agreement have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the Services and deliverables are normally performed.

(k) VENDOR hereby also covenants and agrees that at no additional cost or expense to NCEL:

- (i) At the expiration of the term of this Agreement or upon cancellation pursuant to the provisions contained herein, VENDOR shall remove the installed Systems at no additional cost.
- (ii) VENDOR will provide for correction of System display errors within twelve (12) hours of notification by the NCEL; otherwise, the VENDOR shall prorate the monthly Lease Amount for each day of each System display error until the error is corrected.

17. OBLIGATIONS OF VENDOR

(a) VENDOR shall provide to NCEL on an annual basis an updated certificate of existence showing that it and each Subcontractor are qualified to transact

business in the State of North Carolina.

(b) VENDOR agrees to fully disclose to NCEL all matters materially affecting NCEL, this Agreement or the performance of this Agreement and all matters reasonably necessary to perform background and security investigations with respect to VENDOR, the Subcontractors, their respective officers, directors, partners, major shareholders and employees, and the individuals performing services pursuant to this Agreement or otherwise for the benefit of NCEL or the Lottery. In addition, VENDOR acknowledges that some or all of its employees, officers, directors, partners and major shareholders, and its Subcontractors and their respective employees, officers, directors, partners and major shareholders, may be required to submit to background and other investigations, and VENDOR shall cause any such individuals or Subcontractors to fully cooperate with any such investigations and to provide all necessary information and authorizations in connection therewith. VENDOR further agrees that it will routinely and continuously update all information disclosed to NCEL pursuant to this Agreement or the ITB, including, without limitation, any breaches of all representations, warranties and additional covenants set forth in Section 16 hereof, no less often than every six (6) months; provided, however, VENDOR shall as soon as possible notify NCEL upon the occurrence of any event the effect or results of which VENDOR would be required to disclose, or to update a previous disclosure, to NCEL under this Agreement or the ITB and which materially affect NCEL, VENDOR, the Subcontractors, any of their respective officers, directors, partners, major shareholders or employees, this Agreement or the performance of this Agreement. VENDOR further agrees to notify NCEL: (i) as soon as possible, but no more than five (5) days after the filing of any criminal proceeding or issuance of any indictment involving VENDOR or any Subcontractor or any officer, director or employee of Vendor or any subcontractor; and (ii) within thirty (30) days of VENDOR's first learning of any civil or administrative proceeding involving VENDOR or any Subcontractor or any officer, director or employee of Vendor or any subcontractor; provided, however, if any such proceeding would have a material adverse affect on VENDOR or a Subcontractor or their ability to perform pursuant to this Agreement, then such notice must be delivered to NCEL no more than five (5) days after VENDOR learns of such proceeding.

(c) VENDOR must, contemporaneously with the execution of this Agreement, post and maintain throughout the term of this Agreement a performance bond (the "**Performance Bond**") or letter of credit with NCEL in an amount equal to Fifty Thousand Dollars (\$50,000), unless such bond or letter of credit is replaced by alternate acceptable security if approved by NCEL in its sole discretion. The security provided by VENDOR pursuant to the Performance Bond shall provide funds to NCEL in the event NCEL suffers any liability, loss, damage or expense as a result of VENDOR's failure to fully and completely perform any or all of the requirements contained in this Agreement, including, without limitation, VENDOR's obligation to indemnify NCEL pursuant hereto. The Performance Bond may be renewable annually, provided that the Bond provides that: (i) in the event such Bond will not be renewed for an additional year, NCEL will be provided written notice thereof at least thirty (30) days prior to the expiration thereof; and (ii) if such Bond is not renewed for an additional year, VENDOR must obtain a replacement equivalent Bond or letter of credit to be in place so that at no time is VENDOR in violation of its obligation pursuant to this Section.

(d) VENDOR shall maintain the following types and amounts of insurance during the term of this Agreement:

- i) General liability insurance in the amount of \$1,000,000;
- ii) Workers Compensation Insurance at or above levels required by the State of North Carolina; and
- iii) Such other types and amounts of insurance as NCEL shall from time to time reasonably require;

(e) VENDOR shall provide NCEL with certificates of insurance within ten (10) days after the date hereof and evidence of any renewed bonds or insurance policies within five (5) days prior to the expiration of the then existing bonds or insurance policies. All bonds and insurance required of VENDOR by this Agreement must be issued by companies or financial institutions which are financially rated A or better (or a comparable rating) by a nationally recognized rating agency and duly licensed, admitted and authorized to transact business in the State of North Carolina.

18. **TAXES**

NCEL will not be responsible for any taxes levied on VENDOR or any Subcontractor as a result of the execution, delivery or performance of this Agreement. VENDOR and Subcontractors shall pay and discharge any and all such taxes in a timely manner.

19. **TERMINATION**

(a) Notwithstanding anything herein to the contrary, NCEL may cancel and terminate this Agreement: (i) if VENDOR fails to correct or cure any breach of any of Sections 7(a), 16(c), 16(d), 16(e), or 17(b) of this Agreement (collectively, the "**Major Sections**") within three (3) business days of the earlier of: (A) VENDOR's having knowledge of such breach; or (B) VENDOR's receiving oral or written notice of such breach from NCEL; or (ii) if VENDOR fails to correct or cure any breach of any other provisions or Sections of this Agreement, other than Major Sections, after thirty (30) calendar days' prior written notice from NCEL.

(b) Notwithstanding anything herein to the contrary, at any time after the first thirty-six (36) months of this Agreement, NCEL may, for its own purposes or convenience, cancel and terminate all or a portion of the Systems provided for by this Agreement upon thirty (30) calendar days prior written notice to VENDOR. In such event, VENDOR may, in due course, collect monies properly due up to and including the date of such cancellation or termination.

(b) In the event that either party hereto is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure, or other events of force majeure not the fault of the affected party, the affected party shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, each party's obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of an event described in this Section 19(c), the party whose ability to perform has not been so affected may terminate this Agreement by giving written notice thereof to the other party.

(c) If, for any reason other than a breach of this Agreement by NCEL, VENDOR is unable to perform its obligations hereunder, NCEL shall acquire a usufruct in all contractual items owned by VENDOR which are used in conjunction with, and is necessary to, the performance of this Agreement, which usufruct shall exist until the expiration or termination of this Agreement.

20. **INDEMNIFICATION**

(a) VENDOR agrees to indemnify, defend and hold harmless NCEL, the Commission, its directors and officers, the State of North Carolina and its agencies and political subdivisions, and their respective agents, officers and employees, against any and all suits, damages, expenses (including, without limitation, court costs, attorneys' fees and other damages), losses, liabilities and claims of any kind, caused by or resulting from any breach of this Agreement or any other act or omission of VENDOR, the Subcontractors, or any of its or their respective agents or employees, whether the same may be the result of negligence, responsibility under strict liability standards, any other substandard conduct or otherwise.

(b) In addition, VENDOR agrees to indemnify, defend and hold harmless NCEL, the Commission, its directors and officers, the State of North Carolina and its agencies and political subdivisions, and their respective agents, officers and employees, against any and all suits, damages, expenses (including, without limitation, court costs, attorneys' fees and other damages), losses, liabilities and claims of any kind, arising out of, in connection with or resulting from the development, possession, license, modifications or use of any copyrighted or non-copyrighted composition, trademark, service mark, service process, patented invention or item, trade secret, article or appliance furnished to NCEL, or used in the performance of this Agreement, by VENDOR or any Subcontractor, excluding claims for personal injury.

21. **CONFLICT RESOLUTION PROCEDURES**

Prior to bringing any judicial enforcement action with respect to any claims or controversies arising in connection with the performance of this Agreement, VENDOR must first pursue and exhaust any and all remedies available to it in accordance with the dispute resolution procedures adopted by NCEL, as amended from time to time (collectively, the "Dispute Resolution Procedures").

22. **NOTICES**

(a) All notices and statements provided for or required by this Agreement shall be in writing, and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service, as follows:

If to NCEL:

North Carolina Education Lottery
111 Corning Road, Suite 250
Cary, North Carolina 27511
Attn: Thomas N. Shaheen, Executive Director

If to VENDOR:

SUNSHINE ELECTRONIC DISPLAY CORP.
501 Sylvania Street
St. Joseph, MO 64501
Attn: Andrea Huber

(b) Either party hereto may change the address and/or person to which notice is to be sent by written notice to the other party in accordance with the provisions of this Section.

23. **MISCELLANEOUS**

(a) This Agreement, together with the Bid and the ITB, contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. Notwithstanding anything herein to the contrary, in the event of an inconsistency among this Agreement, the Bid, and/or the ITB, the terms of this Agreement, as may be amended pursuant hereto, shall control the ITB, and the terms of the ITB shall control the Bid. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA. ONLY AFTER EXHAUSTION OF ALL REMEDIES AND PROCEDURES IN THE DISPUTE RESOLUTION PROCEDURES OF NCEL, IF APPLICABLE LAW PERMITS ANY FURTHER APPEALS, ANY SUCH APPEAL MUST BE BROUGHT SOLELY IN THE SUPERIOR COURT OF WAKE COUNTY, NORTH CAROLINA. VENDOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT WHICH IT MAY NOW OR HEREAFTER HAVE TO APPEAL ANY FINAL DECISIONS OF THE COMMISSION MADE PURSUANT TO THE DISPUTE RESOLUTION PROCEDURES, AND VENDOR IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY APPEAL BEING SOLELY IN THE SUPERIOR COURT OF WAKE COUNTY, NORTH CAROLINA.**

(c) Neither party hereto shall assign this Agreement, in whole or in part, without the prior written consent of the other party hereto, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect; provided, however, nothing herein shall prevent NCEL from freely assigning this Agreement, without requiring VENDOR's prior written consent, to any entity which operates or will operate the Lottery. For purposes of this Section 23(c), any sale or transfer of a controlling equity interest in, or substantially all of the assets of, VENDOR will be deemed an assignment for which NCEL's consent is required.

(d) This Agreement shall be binding on VENDOR, and its Subcontractors, successors and permitted assigns.

(e) The headings contained herein are for the convenience of the parties

only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(g) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

24. **ADDITIONAL SERVICES**

In the event NCEL desires to retain the services of VENDOR for activities in addition to those contemplated by this Agreement, and VENDOR agrees to perform such services, payment therefore shall not exceed the rates identified in this Agreement unless agreed to in writing by NCEL. Any such services, the rates, and the terms of payment shall be approved, in writing, prior to the commencement of any such additional work. In no event shall VENDOR or any Subcontractor be paid for work not authorized, or for work in excess of that authorized, in writing by NCEL.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement, under seal, to be effective as of the Effective Date.

"NCEL"

NORTH CAROLINA EDUCATION LOTTERY

By: Tom Shaker

Its: EXECUTIVE DIRECTOR

(SEAL)

"VENDOR"

SUNSHINE ELECTRONIC DISPLAY CORP.

By: John R. [Signature]

Its: PRESIDENT / CEO

(CORPORATE SEAL)

EXHIBIT A

[Bid]

EXHIBIT B

[ITB]